



STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
DEMA Procurement Office, Building #M5330
5636 East McDowell Road
Phoenix, Arizona 85008-3495.

REQUEST FOR PROPOSAL NUMBER: M10-0003

PROPOSAL DUE DATE: 2:00 pm (AZ TIME), 11/18/2009

In accordance with Arizona Revised Statute 41-2534, competitive sealed proposals for the material or service specified will be received by the Department of Emergency and Military Affairs (hereinafter referred to as Department) Procurement Office (State), location identified above, until the date and time cited. Offers received will be opened and read publicly.

Proposals must be in the possession of the Department Procurement Office (State) on, or prior to, the due date and time. Except as provided in the Arizona Procurement Code, late proposals will not be considered. Offerors submitting late proposals will be so notified.

Proposals must be submitted in a sealed envelope with the Request for Proposal Number and the Offeror's name and address clearly indicated on the envelope. All proposals must be completed in ink or be typewritten. Additional instructions for preparing proposals are provided herein. Offerors are encouraged to carefully read the entire Solicitation.

People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice to the Department of Emergency and Military Affairs Procurement Office.

MATERIAL OR SERVICE: Statewide On-Call Archaeological Services

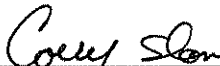
FOR QUESTIONS ON THE SCOPE OF WORK: Jason McInteer, **TELEPHONE:** (602) 267-2740

CONTRACT TYPE: FIRM, FIXED PRICE

CONTRACT TERM: Two (2) year term with three (3) one year options

BUYER: Kathy Eastep **TELEPHONE:** (602) 267-2763

PROPOSAL ISSUE DATE: 10/20/09



CORY SLAMA
As Procurement Officer and Not Personally

NOTE: Map/Location of the DEMA Procurement Office (State) is on the back of this page.

TABLE OF CONTENTS

The documents and forms listed below in boldface type and underlined must be completed and returned by the Offeror. Other documents may be required. Offerors shall carefully review all sections of the Request for Proposal.

	<u>PAGE</u>
RFP COVER PAGE	1
TABLE OF CONTENTS	2
	<u>SECTION</u>
UNIFORM INSTRUCTIONS TO OFFERORS	I
UNIFORM TERMS AND CONDITIONS	II
DEMA SPECIAL UNIFORM TERMS AND CONDITIONS	III
PROPOSAL REQUIREMENTS	IV
APPLICABLE LAWS AND REGULATIONS AS REQUIRED BY	
MASTER COOPERATIVE AGREEMENT	V
<u>OFFER DOCUMENT</u>	<u>ATTACHMENT A</u>
<u>BID PROPOSAL FORM</u>	<u>ATTACHMENT B</u>
<u>CERTIFICATE OF CORPORATE AUTHORITY</u>	<u>ATTACHMENT C</u>
<u>NON-COLLUSION AFFIDAVIT</u>	<u>ATTACHMENT D</u>
<u>SUSPENSION/DEBARMENT AFFIDAVIT</u>	<u>ATTACHMENT E</u>
<u>SMALL, WOMEN-OWNED AND/OR MINORITY-OWNED</u>	
<u>BUSINESSES CERTIFICATION</u>	<u>ATTACHMENT F</u>
SCOPE OF WORK	EXHIBIT 1

SECTION I

UNIFORM INSTRUCTIONS TO OFFERORS v 7.1

The State of Arizona's approved Uniform Instructions (**Version 7.1, Dated 05/01/03**) to Offerors/Bidders are incorporated herein by reference and are available for public review and download in Adobe Acrobat format from the following web site:

http://www.azdoa.gov/agencies/spo/docs_and_forms.asp

A hardcopy of the State of Arizona's approved Uniform Instructions to Offerors/Bidders is available upon request by visiting the Emergency and Military Affairs Procurement Office (State), 5636 E. McDowell Rd., Building M5330, Phoenix, AZ 85008-3495 or by calling (602) 267-2699.

SECTION II

UNIFORM TERMS AND CONDITIONS – Az SPO Form 202, Revision 7

The State of Arizona's approved Uniform Terms and Conditions (**Version 7.0, Dated 05/01/03**) are incorporated herein by reference and are available for public review and download in Adobe Acrobat format from the following web site:

http://www.azdoa.gov/agencies/spo/docs_and_forms.asp

A hardcopy of the State of Arizona's approved Uniform Terms and Conditions is available upon request by visiting the Emergency and Military Affairs Procurement Office (State), 5636 E. McDowell Rd., Building M5330, Phoenix, AZ 85008-3495 or by calling (602) 267-2699.

DEMA SPECIAL UNIFORM TERMS AND CONDITIONS

1. CONFIDENTIAL INFORMATION

If a person believes that its proposal or protest submitted to the State contains trade secrets or other proprietary data that remain confidential under A.R.S. § 41-2533(d) or A.R.S. § 41-2534(d), the person shall include, with its submission, a statement that explains and supports the person's claim that the submission contains such information. The person also shall stamp as confidential or otherwise specifically identify in its submission all trade secrets and other proprietary data that it believes remain confidential.

2. INDEMMIFICATION CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- | | |
|--|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability | \$ 50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **Arizona Department of Emergency and Military Affairs, 5636 E. McDowell Rd., Bldg. M5330, Phoenix, AZ 85008.** and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE

The awarded Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Department of Emergency and Military Affairs, 5636 E. McDowell Rd., Bldg. #M5330, Phoenix, Az. 85008.** The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. SUBCONTRACTORS

Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL

Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. EXCEPTIONS

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

3. LICENSES/REGISTRATIONS

The Contractor and any consultants shall maintain current all applicable federal, state and local licenses/registrations required for the operation of the business conducted by the Contractor and any consultants as applicable to the Contract.

4. PATENTS AND COPYRIGHTS

All services, information, computer program elements, reports and other deliverables which may be patented

or copyrighted and created under the Contract are the property of the State of Arizona and shall not be used or released by the Contractor or any other person except with the prior written permission of the Department.

5. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN STATE PERSONNEL**

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the Department's needs in accordance with Arizona Revised Statute, Title 41, Chapter 23, Article 4 and associated Arizona Administrative Codes.

6. **APPROVAL**

The Contract shall be entered into by the Department and the Contractor in accordance with laws of the State of Arizona.

7. **SAFETY STANDARDS**

All work provided under this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the Uniform Building Code, the National Electric Code, the National Fire Protection Association Standards, and any other applicable Code, Law or Statute.

8. **TERM OF CONTRACT**

The term of any resultant Contract shall commence on the date of Notice to Proceed and continue for the period of Two (2) year term with three (3) one year options hereafter unless terminated, cancelled or extended as otherwise provided herein.

9. **CONTRACT EXTENSION**

The Department reserves the right to unilaterally extend the Contract for thirty-one (31) days past the expiration date. Any resultant Contract may be extended for supplemental periods of one (1) year each, up to a maximum contract term of five (5) years, by a mutual written agreement between the Contractor and Department.

10. **CONTRACT APPLICABILITY**

The Contractor shall comply with all requirements found within the text of the Contract and this Solicitation. All previous agreements, Contracts, or other documents, which have been executed between the Contractor and the Department/State of Arizona are not applicable to this Solicitation nor any resultant Contract.

11. **USE OF ENDANGERED TROPICAL HARDWOOD**

Contractors shall comply with all provisions of Arizona Revised Statute § 34-201, as amended, concerning any construction, building addition, or alteration project which is financed by monies of this State or its political subdivisions. Endangered tropical hardwood shall not be used unless an exemption is granted by the Director of the Department of Administration. The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. "Endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

12. **VALUE IN PROCUREMENT**

Through the Governor's Efficiency Review initiative the Value in Procurement Committee has been established. A major initiative of the VIP Committee is to aggregate specific procurements to increase efficiency and cut costs. The VIP Committee may designate and establish a statewide contract for these types of goods or services. At such time, this contract may not be extended beyond its original term even though additional contract extensions may still be available.

13. **OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that

directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

14. **FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS**

By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect find or that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance is the responsibility of the Contractor.

15. **COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT.**

The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1 of this subsection #15 in this solicitation.

Section IV
PROPOSAL REQUIREMENTS

1. PURPOSE

The Arizona Department of Emergency and Military Affairs requests submission of Proposals from qualified firms for **Statewide On-Call Archaeological Services**

2. PROPOSAL FORMAT

Firms interested in submitting a Proposal must respond in accordance with the requirements contained herein and include no less than the following information (organized and tabbed in this sequence):

Letter of Transmittal

Table of Contents

Short Introduction and Summary – A written narrative describing the method or manner in which you propose to satisfy and/or meet the requirements of the Scope of Work.

Proposal

Qualifications

- a. Describe the length of time the firm has been in operation and its experience with similar projects as outlined in this solicitation;
- b. Clearly identify the project team organization and specific personnel to be assigned to the project, to include:
 - (1) Brief resumes of the professional staff directly involved in the project. Resumes must include number of years with the firm, education level achieved, individual experience, overall qualifications and any certifications obtained.
 - (2) Organizational chart, staffing levels and lines of authority. Describe how the project responsibility will be established and controlled.
 - (3) Provide a list of key personnel in the organization not directly related to the project who will provide support services.
 - (4) Project responsibility for key employees or subcontractors that will be assigned or associated with the project.
- c. Identify associates and/or consultants who may be involved in the performance of the project and specifically identify their individual qualifications. Services to be provided in-house and those to be provided by outside consultants or joint/venture partnerships must be identified.
- d. Provide a list of current and pending major project commitments by your firm. Indicate project schedules and sizes.
- e. Describe three projects completed in the past three (3) years that are similar in type, size and complexity. Include client name(s), contact name(s) and telephone number(s), dates, brief description of the project, services performed and the similarities to the project described herein.

Other Data

Proposal Exception(s)

All Attachment(s) (organized in sequential order)

Attachment A Offer and Acceptance

Attachment B Bid Proposal Form

Attachment C Certificate of Corporate Authority

Attachment D Non-Collusion Affidavit

Attachment E Suspension/Department Affidavit

Attachment F Small, Woman-Owned and/or Minority-Owned Business Certification

3. **PROPOSAL SUBMITTAL:**

SUBMIT FIVE (5) ORIGINAL COPIES OF YOUR PROPOSAL. ALL PROPOSALS MUST INCLUDE AN ORIGINAL SIGNATURE, BE COMPLETE IN EVERY DETAIL AND RECEIVED NO LATER THAN 2:00 PM (AZ TIME), 11/18/09

DELIVER OR SEND YOUR PROPOSALS TO:

Department Procurement Office (STATE)
Department of Emergency & Military Affairs
5636 E. McDowell Road, Building M5330
Phoenix, Arizona 85008-3495

4. **PROPOSAL OPENING**

Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each Offeror shall be read publicly and recorded. All other information contained in the proposals shall remain confidential. Proposals are not be subject to public inspection until after a Contract award has been made. **Late proposals will not be accepted.**

5. **OFFER ACCEPTANCE PERIOD**

Proposals must be held open and will be considered an irrevocable offer for **one hundred and eighty (180)** days after the proposal opening date and time.

6. **EVALUATION CRITERIA**

Each proposal will be reviewed to determine the compliance or non-compliance of the requirements stated in the RFP and evaluated against the specific evaluation criteria listed. The evaluation criteria contained in this solicitation are listed in order of descending importance (the most important criterion listed first followed consecutively by criteria of lesser importance/value).

The Procurement Officer may conduct verbal and/or written discussions with offerors and negotiations may be conducted with offerors reasonably susceptible of being selected for award and that fall within the competitive range.

Each proposal will be evaluated in accordance with the following established evaluation criteria.
OFFERORS ARE REQUESTED TO KEEP THEIR NARRATIVES BRIEF AND TO THE POINT.

a. **Experience:**

1. Length of time the Offeror has been in operation
2. History of firm working on comparable projects
3. Familiarity of firm working on State contracts
4. Availability of staff to complete the work
5. List at least two (2) projects your firm has completed in the last three (3) years that are similar in type, size and complexity. Include client name, contact name and date(s)

b. **Expertise:**

1. Education levels of proposed staff
2. Experience of proposed staff
3. Overall qualifications of staff
4. Facts about organizational chart, staffing and lines of authority.
5. Established working relationship with proposed associates or consultants
6. Conformance with Proposal format.

c. **Technical Approach/Methodology:**

- d. **Cost(s):** Contractor shall prepare two cost summaries: one for monitoring which will be based on a daily rate; and inadvertent discoveries (Phase II testing) which will be based on a per acreage rate.

Section IV
APPLICABLE LAWS AND REGULATIONS
AS REQUIRED BY MASTER COOPERATIVE AGREEMENT

1. NONDISCRIMINATION

The Contractor/Vendor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to, discrimination in connection with the Contractor/Vendor's performance under this Master Cooperative Agreement (MCA), on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Contractor/Vendor covenants and agrees to comply with the following:

- a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DOD regulations (32 CFR Part 300) issued thereunder;
- b. Executive Order 11246 and Department of labor regulations issued thereunder (41 CFR Part 60);
- c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DOD Regulations issued thereunder (32 CFR Part 56); and,
- d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 90).

2. LOBBYING

- a. The Contractor/Vendor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. The Interim Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of section 319 of Public Law 101-121 (U.S.C. § 1352) is incorporated by reference.

3. DRUG-FREE WORK PLACE

- a. The Contractor/Vendor covenants and agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, subtitle D; U.S.C. § 701 et seq.) and maintain a drug-free work place.
- b. The Final Rule, Government-Wide Requirements for Drug-Free Work Place (Grants), issued by the Office of Management and budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

4. ENVIRONMENTAL PROTECTION

- a. The Contractor/Vendor agrees that its performance under this contract shall comply with: the requirements of Section 114 of the Clean Air Act (42 U.S.C. § 7414) and Section 308 of the Federal Water pollution Control Act (33 U.S.C. § 1318), that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder; the Resources Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, Contractor/Vendor or Local environmental regulation.
- b. The Contractor/Vendor shall insure that no facility used in its performance under this contract is

listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15 without the concurrence of State. The Contractor/Vendor shall notify State of the receipt of any communication from EPA indicating that a facility to be or being used in its performance under this contract is under consideration for listing on the EPA list of violating facilities.

c. For the purposes of this section, State agrees that the Contractor/Vendor's obligations in Paragraphs a. and b. of this section above shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this contract, that is currently listed as a violating facility, on the effective date of this contract, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for State's termination for cause of this contract or for State's disallowance of any cost otherwise allowable under this contract. The Contractor/Vendor and State agree to cooperate to remediate, as expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as a violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

5. USE OF UNITED STATES FLAG VESSELS

a. To use privately-owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) of any equipment, materials, or commodities that are both (1) procured, contracted for, or otherwise obtained with funds made available by State under this contract, and (2) transported by ocean vessel, to the extent such vessels are available at fair and reasonable rates;

b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to both State and to the Division of National Cargo, Office of Market Development, U. S. Maritime Administration, Washington, D.C. 20590; and

c. Subject to existing contracts, to insert the substance of the provisions of this section in all contracts issued pursuant to this contract, and to cause such provisions to be inserted in all sub contracts issued pursuant to this contract, where the contract or subcontract is for \$100,000 or more and where there is a possibility of ocean transportation of procured equipment or materials.

6. DEBARMENT AND SUSPENSION

a. Contractor/Vendors shall not make any award or permit any award (subgrant or contract) to any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

b. The Final Rule, Governmentwide Debarment and Suspension (Nonprocurement) issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to Implement the provisions of Executive Order 12549, "Debarment and Suspension" is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

7. BUY AMERICAN ACT

The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with the Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding Between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

8. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES

The Contractor/Vendor covenants and agrees that it will comply with the provisions of the Uniform Relocation and Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and regulations issued thereunder (49 CFR Part 24).

ATTACHMENT A – OFFER & ACCEPTANCE DOCUMENT

**STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
REQUEST FOR PROPOSAL: M10-0003**

SUBMIT THE ORIGINAL OF THIS ATTACHMENT TO THE DEPARTMENT PROCUREMENT OFFICE

TO: Procurement Manager, Department Procurement Office (State)

The Undersigned hereby offers and agrees to provide **Statewide On-Call Archaeological Services** in compliance with all terms, conditions, drawings, specifications and/or addenda. Signature also certifies understanding and compliance with the Instructions to Offerors. Furthermore, in accordance with A.R.S. § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran and/or Sudan.

Arizona Transaction (Sales) Privilege Tax License No.:	Point of contact for questions concerning this offer:
Federal Employer Identification No.:	Name
Commercial Contractor's License No:	Telephone No.
Company Information:	Fax No.
Company Name:	Authorized signature:
Street Address	Printed Name
Street Address	Title
City State Zip	Signature
Company Email Address	

ACCEPTANCE OF OFFER AND CONTRACT AWARD

When signed below, your Proposal is hereby accepted. The Contractor is now bound to perform based upon the solicitation and the Contractor's proposal as accepted by the State. This Contract shall be referenced by Contract No. **M10-0003**

DO NOT commence any billable work or provide any materials or services under this Contract until having received an executed Purchase Order or Notice to Proceed letter.

<p>AZ. DEPT. OF EMERG. & MILIARY AFFAIRS</p> <p>Awarded the _____ day of _____, 200____</p> <p>_____ Corry Slama, C.P.M., CPPB As Procurement Manager & Not Personally</p>
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ATTACHMENT B
BID PROPOSAL FORM

Sealed Proposals will be received until **2:00 pm (AZ TIME), 11/18/2009**, in the Department Procurement Office (State), Building #M5330, 5636 East McDowell Road, Phoenix, Arizona 85008-3495. Proposals will be opened in Building #M5330.

Having carefully examined the premises, conditions and all specifications affecting this work, the Offeror proposes to provide all labor, supplies, material, applicable taxes, transportation, and services required to complete **Statewide On-Call Archaeological Services** in strict conformity with all provisions of the Solicitation for the following:

1. Monitoring daily rate _____ (\$ _____)
2. Inadvertent discoveries (Phase II testing) per acreage rate _____ (\$ _____)

PAYMENT TERMS:

Net _____ Days or Prices quoted herein can be discounted by _____ % if payment is made within _____ days of invoice receipt.

The Offeror is familiar with all the provisions of this Solicitation, local conditions and has carefully checked the figures comprising his proposal.

The Department of Emergency and Military Affairs shall not be responsible for any errors or omissions on the part of the Offeror.

This proposal may not be withdrawn for a period of at least **one hundred eighty (180)** days after the proposal closing date.

ATTACHMENT C
CERTIFICATE OF CORPORATE AUTHORITY

Offerors must provide the following information:

A Corporation existing under the laws of the State of _____; or

A Partnership consisting of _____; or

An Individual trading as _____.

If your firm is a corporation, completion of the following certification is mandatory. **(NOTE: THE CERTIFICATE MUST BE COMPLETED BY AN OFFICER OF THE CORPORATION AND WHO DID NOT SIGN THE OFFER PAGE).**

I, _____, certify that I am the _____
of the Corporation named as Offeror herein; that _____ signed this
Bid on behalf of the Corporation, was then the _____ of said
Corporation; that said Bid was duly signed for and in behalf of said Corporation by authority of its
governing body, and is within the scope of its corporate powers.

CORPORATE OFFICER
(Signature)

STATE OF ARIZONA)
)
COUNTY OF _____)

Of _____, the Person, Corporation, or Company
(Firm Name)

"That such Bid is genuine and is not sham or collusive, or made in the interest or behalf of any person not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham Bid, or any other Person, Firm or Corporation to refrain from bidding, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror."

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____
(Date) (Notary Public)

STATE OF ARIZONA)
)
COUNTY OF _____)

19

ATTACHMENT F

SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESS CERTIFICATION

Executive Order 2004-29 requires all State of Arizona agencies to track and report solicitations distributed and awarded to Small, Woman-Owned and/or Minority-Owned firms.

A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and employs fewer than 100 employees OR has less than \$4 million in annual sales. To qualify as a minority or women-owned business, the firm must be at least 51% minority or woman owned.

When practical, purchases/contracts less than \$50,000 will be made from small businesses.

CHECK THE APPROPRIATE CLASSIFICATION APPLICABLE TO YOUR FIRM:

<ul style="list-style-type: none"><input type="radio"/> 1.0 Small Business (SB)<input type="radio"/> 2.0 Small Business- African American (SBAA)<input type="radio"/> 3.0 Small Business- Asian (SBA)<input type="radio"/> 4.0 Small Business- Hispanic (SBH)<input type="radio"/> 5.0 Small Business- Native American (SBNA)<input type="radio"/> 6.0 Small Business- Other (SBO)<input type="radio"/> 7.0 Small, Woman Owned Bus. (SWOB)<input type="radio"/> 8.0 Small, Woman Owned Bus.- African American (SWOBAA)<input type="radio"/> 9.0 Small, Woman Owned Bus.- Asian (SWOBA)<input type="radio"/> 10.0 Small, Woman Owned Bus. Hispanic (SWOBH)<input type="radio"/> 11.0 Small, Woman Owned Bus. Native American (SWOBNA)<input type="radio"/> 12.0 Small, Woman Owned Bus. Other (SWOBO)	<ul style="list-style-type: none"><input type="radio"/> 13.0 Woman Owned Business (WOB)<input type="radio"/> 14.0 Woman Owned Bus. African American (WOBAA)<input type="radio"/> 15.0 Woman Owned Bus. Asian (WOBA)<input type="radio"/> 16.0 Woman Owned Bus. Hispanic (WOBH)<input type="radio"/> 17.0 Woman Owned Bus. Native American (WOBNA)<input type="radio"/> 18.0 Woman Owned Bus. Other (WOBO)<input type="radio"/> 19.0 Minority Owned Bus. African American (MAA)<input type="radio"/> 20.0 Minority Owned Bus. Asian (MA)<input type="radio"/> 21.0 Minority Owned Bus. Hispanic (MHA)<input type="radio"/> 22.0 Minority Owned Bus. Native American (NA)<input type="radio"/> 23.0 Minority Owned Bus. Other (MO)
<input type="checkbox"/> 24.00 (NONE) None of these categories is applicable and firm does not qualify as either a Small, Woman, or Minority-Owned firm.	

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code _____

I hereby certify that _____ (Firm/Company Name) ☐ is or ☐ is not (check one) a small business with less than 100 employees and/or less than \$4 million in annual sales.

Signature

Date

I hereby certify that _____ (Firm/Company Name) ☐ is or ☐ is not (check one) a Minority and/or Women (check one or both) Owned Business in accordance with Executive Order 2004-29 issued by Governor Napolitano.

Signature

Date

EXHIBIT ONE - SCOPE OF WORK

Statement of Work AZ-ARNG Statewide On-Call Archaeological Services

I. Background

The Arizona Army National Guard (AZ-ARNG) manages 58,818 acres throughout the state. ARNG management includes 18 Readiness Centers, 10 training sites, 491 historic properties (including 345 eligible sites), one historic district, and one nationally registered historic building.

The primary mission of the AZ-ARNG is military training. Archaeological monitoring is needed to support training and construction activities while complying with Federal Regulations. Activities include, but are not limited to, building construction, utility replacement, fence construction, prescribed forest thinning/burning, etc.

II. Scope of Work

The contractor shall perform on-call services for archaeological site monitoring and inadvertent discoveries (Phase II testing) for AZ-ARNG construction projects on an as needed basis. The contractor may use assigned funds to do the following tasks associated with archaeological monitoring:

- A. Meetings – arranged as needed by Environmental Program Manager or their designee.
- B. Archaeological Monitoring– provide monitoring on site during construction activities.
- C. Inadvertent Discovery (Phase II testing) – identification and recordation of inadvertent discoveries.
- D. Awareness Training – provide cultural resources awareness training to construction personnel.
- E. Archival Research – (literature review/site file check) review and research archival documentation.
- F. Record photography (as necessary).
- G. Report Production – Data shall be analyzed, described, and integrated into a scientific report of findings in accordance with guidelines set forth by SHPO.
- H. Other related tasks as deemed appropriate by Environmental Program Manager or their designee.

III. Schedule

EXHIBIT ONE - SCOPE OF WORK

Archaeological services shall be provided on an as needed basis. Project must be invoiced on a regular basis. Kick-off meeting must be held within fifteen (5) days of notice to proceed, and invoiced immediately.

Ground disturbing activities that will require archaeological services under this contract include, but are not limited to: excavation for Florence Readiness Center; utility replacement and upgrades at Camp Navajo, Silverbell, FMR, and PPMR; prescribed forest thinning and burning at Camp Navajo; range development and use on Camp Navajo and FMR.

IV. Tasks

1. Kickoff Meeting.
2. Fieldwork.
3. Submit Draft Report to AZ ARNG for review.
4. Submit Final Draft Report to AZ ARNG for review.
5. Submit Final report and GIS files to AZ ARNG.
6. Submittal to ASM.

V. Deliverables by Task

1. **Kickoff meeting**—It is the contractor's responsibility to arrange a kickoff meeting with AZ ARNG within 5 business days after being awarded contract. Contractor is responsible for submitting meeting minutes five business days after meeting.
2. **Fieldwork**—Project update following fieldwork.
3. **Draft Report submitted to AZ ARNG**—Draft report will be submitted electronically (Microsoft Word and a searchable PDF format) along with four (4) hardcopies and a Comment Review Matrix.
4. **Final Draft Report submitted to AZ ARNG**—Final Draft Report addressing all DEMA and SHPOs comments will be submitted electronically (Microsoft Word and a searchable PDF format) along with four (4) hardcopies and a Comment Review Matrix.
5. **Final Report and GIS files submitted to AZ ARNG**—Five (5) final copies of the report shall be delivered to the Environmental Program Manager or their designee. Digital copies of final report text, figures, photographs, and illustrations shall be delivered to the Environmental Program Manager or their designee on CD and shall be submitted in Microsoft Word and a searchable PDF format.
6. **ASM**—Deliverables have not been met until all project materials have been submitted to ASM and the ARNG has received SHPO's concurrence.

EXHIBIT ONE - SCOPE OF WORK

VI. Cost Summary by Tasks Delivered

Task		Cost %
No.	Description	
1	Kickoff Meeting	15%
2	Fieldwork	30%
3	Draft Report	10%
4	Final Draft Report	10%
5	Final Report and GIS files submitted to AZ	20%
6	ASM Submittal & SHPO Concurrence	15%
Total		100%

Note: Final invoicing for each fiscal year is due within 90 days of the fiscal year end close date (September 30th) or it will be assumed that all invoicing is complete and funding will no longer be available for tasks completed within that particular year. Arizona National Guard reserves the right to extend all or portions of this contract based on future funding requirements and the needs of the Arizona National Guard.

VII. Cost

Tasks assigned in this scope of work shall be billed according to the following fee schedule. Contractor shall prepare a total cost summary for monitoring and inadvertent discoveries (Phase II testing). Each cost shall be based on a single unit price. Unit price for monitoring shall be on a daily basis and inadvertent discoveries (Phase II testing) shall be per acre.

VIII. Point of Contact

Jason McInteer M.A., RPA
Cultural Resource Manager
AZ DEMA / AZ ARNG Environmental Office
AZAA-FMO
5636 E. McDowell Rd. M 5330
Phoenix, Arizona 85008-3495
602.267.2740 Work
602.571.1238 Cell
602.267.2643 Fax
jason.mcinteer@azdema.gov

IX. Special Conditions

1. The contractor shall coordinate all data collection and field efforts with the AZ-ARNG through the Environmental Program Manager or their designee.
2. The contractor shall be responsible for obtaining all appropriate State of Arizona and/or federal permits.

EXHIBIT ONE - SCOPE OF WORK

3. All original materials, software, and tests developed or gathered in the performance of this contract shall become the property of the AZ-ARNG and shall not be used, distributed, or published by the contractor without the specific written permission of the AZ-ARNG.
4. Contacts regarding these data may be shared with federal, state, or other government agencies/groups (e.g., Corps of Engineers, Fish & Wildlife Services, etc.) without prior approval of the AZ-ARNG. Other than government agencies, request for distribution of data or material developed through this contract shall be addressed to the AZ-ARNG POC listed herein.
5. For federal compliance, the archaeological services must be done by a consultant that meets the Secretary of the Interior's Professional Qualifications.
6. All GIS data files shall be delivered with FGDC compliant metadata for this project. Data will be delivered in standard shape files that are compliant with ArcView 3.2 or above utilizing NAD 83 Zone 12 N. Shape files for all GPS data collected shall be delivered to the Environmental Program Manager or their designee. Archaeological sites will be displayed as a polygon with accurate measurements and orientation. Isolated Occurrences will be displayed as a point. Attribute tables will include but are not limited to: site size, site type, recordation date, cultural and temporal affiliation, company, ASM site number, artifacts and counts, site features, and UTM's.
7. Digital copies of **all reports** shall be submitted in Microsoft Word format and in a searchable PDF format.
8. Completion of work will fulfill National Historic Preservation Act (Public law 89-665; Section 106), as amended, the Procedures for the Protection of Historic Places (36 CFR 800), and the Procedures for Determining Site Eligibility for National Register of Historic Places (36 CFR 63).